Eastern Coalfields Limited

(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director
Materials Management Department - Purchase wing
Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333
Telefax : 0341-2522061, email: mmecl@rediffmail.com
website: www.easterncoal.gov.in; CIN - U10101WB1975GOI030295

Purchase Order # 05835089 (40) **Date: 11/08/2015**

PURCHASE ORDER

To:
M/s. Shri Hari International,
26, Armenian Street,
Kolkata – 700001.

REGISTERED POST
FAX: 033-2218 0666
Email: orderus@rediffmail.com
sales@shri-hari.in

Type of Tender: Open
Whether Govt. /PSU: Private

(Please quote Purchase Order No. & Date in all your correspondence)

Dear Sir,

Sub: Supply of 1(One) Set Anaesthesia Workstation for Central Hospital-Kalla of ECL.

Ref: (i) Our Tender # ECL/PUR/71151150/E/Anaesthesia Workstation/050 opened on 02/09/2014
(ii) Your online offer against the above.

With reference to above, please arrange to supply the following material as per terms and conditions mentioned below & Annexure enclosed.

01. Scope of Supply:

Sr. No.	DESCRIPTION	Qty. reqd.	Unit Basic Price (Rs)	Landed Price (Rs)
1	**Anaesthesia Workstation** **Make: Drager Medical, Germany.** **Model: Fabius Plus, Isoflurane, Sevoflurane, Vista 120B** **Monitor with Scio Four Oxi.** (Catalogue attached as **Annexure - Y** & Technical Specification attached as per - **Annexure Z.)**	**1 No.**	**17,90,250.00**	**17,90,250.00**
			TOTAL(Rs)	**17,90,250.00**

Rupees – Seventeen Lakhs Ninety Thousand Two Hundred and Fifty only.

02. **Rates**: The above rates are on FOR Destination door delivery basis and firm till delivery. Rate shall not be subject to any escalation till completion of supply.

03. **Excise Duty**: Nil.

04. **Sales Tax**: Inclusive within Landed Price. Present rate of WB VAT quoted by you is @ 5%.

05. **Packing and Forwarding Charges**: Nil.

06. **Freight and Transit Insurance Charges**: Nil.

07. **Security Deposit**: You shall have to deposit security money in the form of Bank Guarantee in our prescribed format enclosed (**Annexure - A**) or in the form of Bank Draft of any Scheduled / Nationalised Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" for 10% (ten percent) of the ordered landed value for **Rs 1,79,025/-**(Rupees One Lakh Seventy Nine Thousand and Twenty Five only). The Bank Guarantee should be on a Non-judicial Stamp Paper in the name of issuing bank. The Bank Guarantee should be kept valid till execution of the order complete in all respects but minimum validity should be for 6 months. The security deposit will be refunded to you within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited. Two weeks time shall be given in the order to you to furnish the security deposit. In case, you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you.

08. **Consignee**: Materials Manager of Chief of Medical Services (I/c), Central Hospital/Kalla-ECL, PO: CH Kalla, Pin - 713340, Dist: Burdwan, (WB).

09. **Paying Authority** : General Manager(Finance)-In-Charge, ECL Hqrs., Sanctoria, P.O. Dishergarh - 713333, Dist. Burdwan (West Bengal).

10. **Payment Terms**:

(i) 80% value of each equipment and the accessories and 100% Excise duty and full concessional ST/CST/VAT along with 100% transportation charges will be payable only within 21 days after delivery of the equipment at the project site and receipt and acceptance of Performance Bank Guarantee for the equipments supplied, by the Paying Authority. The equipment should be accompanied by relevant dispatch documents like challan, Makers Test-cum-Inspection Certificate, Warranty Certificate ECL's Inspection Certificate etc.

(ii) Balance 20% payment shall be made within 21 days of successful completion of installation and commissioning and final acceptance of the equipment (along with accessories) at site upon presentation of a certificate from the Chief of Medical Services – In-Charge, Central Hospital- Kalla to the effect that the equipment has been erected and commissioned to their entire satisfaction.
No payment will be made for supply of incomplete equipment.

Payment would be made through e-payment, the details for which are as under:

01) Name of the Payee in Block Letters.	SHRI HARI INTERNATIONAL
02) Address	26, ARMENIAN STREET, KOLKATA-700001.
03) Bank A/c No. of Payee	0303201009752
04) Name of the Bank	CANARA BANK
05) Name of the Branch and Branch Code	CANNING STREET BRANCH, 700015008
06) PAN Card No. of Payee	AAXFS5536Q
07) Indian Financial Service Code (IFS Code)	CNRB0000303

11. **Submission of Bills**:
(a) You shall submit bills (five copies) to the consignee along with the consignment and challan along with any other requisite documents, if any.
(b) The consignee shall then send SR Notes, Challan, Inspection Note and Three copies of bills (including the original) and any other requisite documents, to the Paying Authority.
Separate Bills/challans should be raised for each consignment and BC No. as mentioned in the Purchase Order should be indicated in each bill.

12. **Dispatch instruction**: Materials suitably packed to prevent loss/damage during transit should be dispatched by road to consignee on freight paid basis.

13. **Delivery**: Should be made on FOR destination (door delivery) basis and to be completed within 3(three) months from the date of receipt of the Purchase Order. No materials should be dispatched after expiry of scheduled delivery period unless formal extension is issued by this office. Despatch of any materials beyond the scheduled delivery period shall be at your sole risk and cost. Except under specific instructions, delivery to Stores is restricted upto 3:00 pm on all working days except Saturdays.

14. **Guarantee/Warranty**: The materials must be guaranteed against bad workmanship, defective materials, correctness of the parts and unsatisfactory service for a period of 30 months from the date of receipt and acceptance of materials at consignee's end or 24 months from the date of satisfactory installation and commissioning, whichever is earlier. If found defective within the guarantee period, defective materials have to be replaced by you at your own cost within 30 days of getting intimation from user project/s or consignee.

15. **Performance Bank Guarantee**: You will have to furnish a Performance Bank Guarantee on any Nationalized/Scheduled Bank in India, valid for at least for a period of 30(Thirty) months from the date of commissioning at consignee's end, for 10% landed value of the equipment including taxes and other levies etc. on order as a coverage towards the Supplier's performance against the Contract, in the standard format enclosed as **Annexure B**. The Performance Bank Guarantee is to be sent directly by the bankers to the Office of the GM (MM)-Purchase by Regd. Post (AD). No payment will be done without submission of Performance Bank Guarantee. Validity of PBG may be extended in case of the tendered items does not work satisfactorily within the validity of the PBG. The Bank Guarantee should be furnished on a non-judicial stamp paper worth Rs 50/- or more and as per the standard format of ECL. The stamp paper for the purpose of Bank Guarantee must be in the name of the Bank. The total value of the PBG shall be **Rs 1,79,025/-**(Rupees One Lakh Seventy Nine Thousand and Twenty Five only). The Performance Bank Guarantee must be submitted within three weeks of placement of formal order and should be in the name of the Bank. The PBG will be released after expiry of the validity period if no claim is pending, with the approval of Competent Authority.

"If so desired, Security Cum Performance Bank Guarantee may also be submitted in prescribed format enclosed (Annexure – C) in place of Separate Security money and Performance Bank Guarantee"

16. **Guarantee of availability of spares:** You will have to ensure the availability of spares for the proper maintenance and operation of the instrument.

17. **Installation and Commissioning**: Preinstallation civil & electrical requirement will be made by the user. Installation should be done free of cost at site.

18. **Training:** Should be done free of cost at site. Training to be provided at the time of installation & commissioning.

19. **Inspection:** The materials to be supplied against the order are subject to inspection by the authority to be deputed for the purpose before dispatch, if required. The stores as received by the consignee will also be subject to inspection at consignee's end and the same shall be final and binding upon the supplier. If any stores are rejected, consignee will have liberty to:-
    a) Allow the supplier for satisfactory replacement of the rejected part within a specified time and supplier will bear the cost of replacement such as freight etc. and any such replacement will be without being entitled to any extra payment.
    b) Buy elsewhere the quantity of stores similar to those rejected at the risk and cost of the suppliers.
    c) Terminate the contract whether in part or whole. Rejected part / quantity shall have to be removed by the suppliers within 15 days of receipt of intimation of rejection.

Final Inspection shall be carried out by the authorised representative of Chief of Medical Services (I/c), Central Hospital, Kalla, ECL, after receipt of materials at the Consignee's end.

20. **Price Fall Clause**: The prices charged for the stores supplied under this contract shall in no event exceed the lowest price at which you sell the stores or offer to sell the stores of identical description to any customer during the period of contract. If at any time during the period of contract, you reduce the sale price of such stores or sell to any other customer or offer to sell to any other customer at a price lower than the price chargeable under this contract, you shall forthwith notify such reduction to us and the price payable under this contract for the stores supplied, after the date of coming into force of such reduction in sale price, shall stand correspondingly reduced. You shall also be responsible for intimating the same to us. You shall submit a certificate to this effect.

21. **Price Certificate:** You will have to certify on the bill that the prices charged are not higher than that applicable to all your customers including Coal companies and other Indian Government Deptt./Organisation/DGS&D/Coal India Ltd and its Subsidiaries etc.

22. **Penalty for delay in supply or breach of any terms of the order**: In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, we have the right:
a) To recover from you as agreed upon, liquidated damages @ 1/2 % (half percent) of the price of any stores, which you have not been able to supply for each week or part of week during which the delivery of such store may be in arrears limited to 10% (ten percent). Where felt necessary the limit of 10%(ten percent) can be increased to 15%(fifteen percent).
b) To purchase elsewhere, after due notice to you on your account and risk, the stores not supplied or other materials of a similar description without canceling the supply order in respect of the consignment not yet due for supply.
or
c) To extend the delivery period with or without penalty, as may be considered fit and proper. The penalty imposed shall not be more than the agreed liquidated damages referred to as clause (a) above.
or
d) To cancel the supply order or portion thereof if ECL decide purchase of stores at your risk and cost
e)To forfeit the security/earnest money or invoke the bank guarantee received.
f) Whenever under this contract any sum of money is recoverable from any payable by you, ECL shall be entitled to recover such sum due or which at any time thereafter may become due to you in this or any other contract. Should this sum be not sufficient to cover full amount recoverable, you shall have to pay to ECL on its demand the remaining balance. You shall however, not be entitled to any gain on any such purchase.

23. West Bengal Road permit / Way Bill, if required, shall be obtained directly from the consignee.

24. One copy of the dispatch documents of each consignment should invariably be sent to this office.

25. **Annual Maintenance Contract (AMC)**: shall be for 10(Ten) years after the expiry of guarantee/warranty period. The user dept. / CMS, Central Hospital, Kalla shall enter into AMC with you from their end after completion of guarantee /warranty period at terms and conditions of the AMC format enclosed as **Annexure X1 & X2**.

AMC for 10(Ten) years for the equipment:

AMC Period	BASIC	Other Charges/Service Tax @14%	LANDED
AMC rate - 1st year after warranty	Nil	Nil	Nil
AMC rate - 2nd year after warranty	Nil	Nil	Nil
AMC rate - 3rd year after warranty	68200.00	Nil	68200.00
AMC rate – 4th year after warranty	68200.00	Nil	68200.00
AMC rate – 5th year after warranty	68200.00	Nil	68200.00
AMC rate – 6th year after warranty	68200.00	Nil	68200.00
AMC rate – 7th year after warranty	68200.00	Nil	68200.00
AMC rate – 8th year after warranty	68200.00	Nil	68200.00
AMC rate – 9th year after warranty	68200.00	Nil	68200.00
AMC rate – 10th year after warranty	68200.00	Nil	68200.00
		Total AMC charges for 10 years	**5,45,600.00**

Service Tax, if applicable during the AMC period, then the same shall be dealt as per rule and paid extra, if applicable.

26. Any terms and conditions not specifically mentioned in any of the enclosures of this tender enquiry shall be governed by the "General Terms & Conditions of Supply of Stores" as mentioned in Enclosure 6 hereto. Further, any terms and conditions not specifically mentioned anywhere in the "General Terms & Conditions of Supply of Stores", shall be governed by the provisions of the Purchase Manual which is available in the web-site of Coal India Limited namely – www.coalindia.in

27. Duplicate copy of this order, duly signed, should be returned within 15 days as token of acceptance. If within this said period we do not receive the duplicate copy of this order duly signed, it will be presumed that you have accepted the order.

28**. Jurisdiction:** Any dispute arising out shall come under the sole jurisdiction of Asansol Court (West Bengal)

Enclosures:

1. Annexure X1 & X2 – Format for AMC	2. Annexure Z – Technical Specifications	3. Annexure Y – Catalogue
4. Annexure A – Format for Guarantee Bond for Security	5. Annexure B – Format for Performance Bank Guarantee	6. Annexure C - Format for Guarantee Bond for Security cum Performance

Yours faithfully,
For and on behalf of Eastern Coalfields Limited

Assistant Manager (MM) Chief Manager (MM)

C.C: GM (MM)'s: BCCL/CCL/NCL/WCL/SECL/MCL.
C.C:CVO/CMS-I/C-Hqrs/GM(Finance)(I/C)-Paying Authority/Sr. Mgr(F)Bills/Progress Cell , ECL, Hqrs.-This has reference to Indent No: ECL/CHK/Stores/E&M/05-06/CAP/P&M dated Nil received under cover of Note sheet ref. No. Nil dated 25/7/11. Our IC no. is 71151150 dated 18/10/2011.
BC has been accorded vide # CB/NM/Hosp Equip/15-16/08 Dtd 08.08.2015 for Rs 17,90,250.00; FC # is GM(F)/Anesthesia Workstation/15-16/88 dated 10/08/15 for Rs 17,90,250.00
C.C.: CMS (I/c)-Admn, Central Hospital, Kalla ECL.
CC: Materials Manager of CMS (I/c), Central Hospital, Kalla ECL --- The Consignee
C.C.: CMS (HOD)-Anaesthesiology, Central Hospital, Kalla ECL.

Copy by Registered Post to: M/s. Drager Medical (India) Pvt.Ltd, 1st Floor, Sanjay Bhawan, 44, Shanti Pally, Kolkata-700107.

This has been issued with concurrence of finance and approval of competent authority.

Assistant Manager (MM) Chief Manager (MM)

Purchase Order # 05835089 (40) Date: 11/08/2015

Annexure X 1

ANNUAL MAINTENANCE CONTRACT AGREEMENT (BIPARTITE)

This agreement made on this_____day of _____ between M/s_____ having its office at _____ _____ (hereinafter referred to as Supplier/ Manufacturer, the party of the FIRST PART, (which expression where the context admits shall this include its successors in interest and assigns) and Central Hospital, Kalla, a Unit of Eastern Coalfields Ltd (hereinafter referred to as The Customer / Purchaser), the party of the SECOND PART

Whereas as the Customer/Purchaser, the party of the second part, is desirous that bipartite Annual Maintenance Contract (without spares) of the equipment _____ should be executed for the maintenance of _____ (Detailed name of equipment) _____ supplied/installed at _____, against Supply Order No. _____ dated _____ of the Purchaser/Customer and has accepted the bid submitted by the supplier for the Annual Maintenance Contract (without spares) & supply order terms under reference and whereas the supplier has agreed to execute the AMC on the terms & conditions as hereinafter referred to the Annual Maintenance Contract cost indicated in the supply order. (inclusive of taxes, Duties, Levies, Octroi, Transportation, Handling, Insurance, Sales tax etc.).

And whereas the supplier in response to purchaser's tender notice No. _____ dated _____, had submitted their offer and made other Correspondence/ Communications / Negotiations.

And whereas various General, Technical & Commercial Negotiations/Correspondences took place between Supplier & Purchaser as a result of which Supplier's final offer has been accepted and whereas the purchaser has already issued to the supplier vide ref. order no. _____, which has been duly accepted by the supplier.

NOW THIS AGREEMENT WITNESSTH & THE PARTIES AGREES AS FOLLOWS

1. In pursuance of the agreement and in consideration of rate only as payable to the supplier shall start/ commence the work in manner as stated in agreement.

2. The parties hereunder shall respectively and faithfully abide by the terms and conditions and stipulation contained in this agreement and Perform/Discharge their part of the obligation of the agreement accordingly.

3. The agreement shall be executed within the purview of the Indian Laws.

4. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement herein before referred to.

5. The two sets of agreement shall be signed and one set of agreement shall remain with the PURCHASER and SUPPLIER.

6. The supplier has agreed 10 (Ten) Years Annual Maintenance Contract (without spares) for preventive and breakdown maintenance of the supplied/installed equipment and its accessories in order to ensure proper functioning of the equipment. The AMC period will start only after successful completion of Warranty period of 1 (one) year after successful installation, which is further extendable as per DOWNTIME PENALTY Clause stipulation as under:

During warranty period of 1 year e.g. 12 months from the date of satisfactory commissioning / installation of the equipment, the user or representative of CMS in charge Central Hospital, Kalla will maintain a logbook of the equipment ……which will indicate the usage of the equipment. If the availability of the equipment, during warranty period, falls below 90% e.g. assuming 329 working days in a year of 365 days, the warranty period will be extended for the breakdown days the equipment remains under breakdown below minimum 90% availability of the equipment in terms of working days.
However the total working days plus the extended warranty period days will be limited to 329 days for total warranty period.
Annual Maintenance Contract (without spares) : All the Executors have agreed the Annual Maintenance Contract (without spares) charge in the following manner :-

Name of the Equipment & Model	AMC charge for 1st year (in Rs.)	AMC charge for 2nd year (in Rs.)	AMC charge for 3rd year (in Rs.)	AMC charge for 4th year (in Rs.)	AMC charge for 5th year (in Rs.)	AMC charge for 6th year (in Rs.)	AMC charge for 7th year (in Rs.)	AMC charge for 8th year (in Rs.)	AMC charge for 9th year (in Rs.)	AMC charge for 10th year (in Rs.)

Note: Service Tax, if applicable, shall be paid extra as legally leviable. Present rate is _____.

However, the Executors have agreed that the Agreement will be initially entered for one year and shall be renewed annually thereafter and this renewal shall be mandatory both for Supplier and Purchaser/Customer.

Scope of Work: This scope of work under this agreement for AMC will be as under :-
a) The AMC (without spares) will be effective from the day after successful completion of Warranty period. During AMC period, the Supplier will have to pay four visits per year (every three month interval) for preventive maintenance while break down calls (Unlimited) will be attended within 120 hours (five Days) from the date and time of lodging of complaint with the Supplier through Phone/Fax/Person/Post/Courier/E-mail. The Complaint/Message will be send to the address / Telephone number given in this contract as well as in the supply order.
b) If the break down is attended and rectified within 120 hours (Five Days) at our site no penalty/ deduction will be made from the AMC bill.
c) If it is not rectified within 120 hours (Five Days) i.e. stipulated period,, deduction will be made @
double the pro-rata basis AMC charges per day from the bill after allowing grace stipulated period of 120 hours e.g. (Five Days) .
d) If the problems are required to be rectified at the Supplier's workshop/premises, additional 7 days period will be allowed. e.g. 12 days from the date of initial breakdown report. Normal AMC charges for the additional 7 days period will be deducted from the bills of AMC on pro-rata basis. If the equipments is not made available in all respects after rectification from the Supplier's premises within 12 days, there will be provision to deduct @ double the AMC charges/day on pro-rata basis from the bills for the delayed period.
e) The above clauses shall be effective for the main equipment and also for the all the peripheral accessories supplied by the supplier as per the supply order.
f) The Annual Maintenance Contract will be without spares and fitment, maintenance, repair of the equipment will be the sole responsibility of the Supplier for which no extra charges will be paid to the supplier by Central Hospital, Kalla a Unit of Eastern Coalfields Ltd (The Customer / Purchaser) apart from Annual Maintenance Charges.
g) It will be sole responsibility of the Supplier to ensure that there is no discontinuation of the AMC due to Change/Re-appointment of dealer etc.
Chief of Medical Services, CH, Kalla / his authorized representative will represent Customer/Purchaser (CH Kalla) for signing the agreement and its further renewal.
PAYMENT TERMS:
a) No advance payment will be made to the supplier on account of the Annual Maintenance Contract. Rather, AMC charges will be paid on quarterly pro-rata basis as per ECL norms (within 21 Days) after submission & acceptance of the bills, along with copy of satisfactory service reports from customer's end.
b) Service Tax: To be paid extra, as applicable and legally leviable.
c) INCOME TAX and other taxes, if any, shall be recovered by ECL (Purchaser/customer) as per statutory provision. TDS certificate will be given by the ECL (Purchaser/customer) for deduction of tax.
d) INSURANCE: It will be responsibility of the supplier to take all the insurance required for this work such as third party insurance, against accident etc. workman compensation etc. and any other insurance required for the work.
e) SETTLEMENT OF THE DISPUTES: All disputes or differences, whatsoever arising between the parties out of this contract shall be settled by the CMD, ECL and whose decision shall be final and binding.
f) The Supplier shall familiarize himself and fully comply with the provision of all the Acts/Rules/ Regulations and orders of the State/Central Government applicable to the work, payment of the Wages Acts, Workman's Compensation Acts, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.
g) Regarding Jurisdiction of the Court, the Competent Court will have jurisdiction under which working site is situated e.g. Asansol.
During AMC period the Supplier shall abide at all times by all existing labour and enactment & rules made there under regulations, notifications etc. of State or Central Govt. or Local Authorities including rules and regulations by laws that may be passed in future either by State/Central Govt. or Local Authority.

The Principal Supplier shall keep the Central Hospital Kalla a Unit of Eastern Coalfields Ltd (The Purchaser/Customer) indemnified in case any action is taken against the Purchaser/Customer by the Authority on account of contravention of any of the provision of any act or rules made there under pertaining to the supply, commissioning, and maintenance of the equipment(s) . If the Purchaser/Customer is caused to pay or reimburse such amount as may be necessary to cost or absorbed or for non-observance or the provision stipulated in the notification by law/act/ rules/regulations etc. if any on the part of Supplier then Central Hospital, Kalla, ECL, the Purchaser/Customer, shall have the right to deduct any money due to the supplier including PBG. The employee of the supplier shall in no case be treated as the employee of the Central Hospital, Kalla, a Unit of Eastern Coalfields Ltd (Purchaser / Customer) at any point of the time.

IN WITNESS WHEREOF the parties have hereunto set and subscribe their respective hands and seals at_____ on the date, month and year above written.

Signed and Delivered
By the said Second Party

Signature:
Name:
Address:

By the said First Party

Signature:
Name:
Address:

In the presence of Witness
Signature:
Name:
Address:

Signature:
Name:
Address:

Purchase Order # 05835089 (40) Date: 11/08/2015

Annexure X2

ANNUAL MAINTENANCE CONTRACT AGREEMENT (TRIPARTITE)

This agreement made on this_____day of _____ between M/s_____ having its office at _____ _____ hereinafter referred to as Supplier/ Manufacturer, the party of the FIRST PART, (which expression where the context admits shall this include its successors in interest and assigns) and Central Hospital, Kalla, a Unit of Eastern Coalfields Ltd (hereinafter referred to as The Customer / Purchaser), the party of the SECOND PART and M/s _____ having its office at _____ hereinafter referred to as Authorised Indian Agent, the party of the THIRD PART.

Whereas as the Customer/Purchaser, the party of the second part, is desirous that tripartite Annual Maintenance Contract (without spares) of the equipment _____ should be executed for the maintenance of _____ (Detailed name of equipment) _____ supplied/installed at _____, against Supply Order No. _____ dated _____ of the Purchaser/Customer and has accepted the bid submitted by the supplier for the Annual Maintenance Contract (without spares) & supply order terms under reference and whereas the supplier has agreed to execute the AMC on the terms & conditions as hereinafter referred to the Annual Maintenance Contract cost indicated in the supply order. (inclusive of taxes, Duties, Levies, Octroi, Transportation, Handling, Insurance, Sales tax etc.).

And whereas the supplier in response to purchaser's tender notice No. _____ dated _____, had submitted their offer and made other Correspondence/ Communications / Negotiations.

And whereas various General, Technical & Commercial Negotiations/Correspondences took place between Supplier & Purchaser as a result of which Supplier's final offer has been accepted and whereas the purchaser has already issued to the supplier vide ref. order no. _____, which has been duly accepted by the supplier.

NOW THIS AGREEMENT WITNESSTH & THE PARTIES AGREES AS FOLLOWS

1. In pursuance of the agreement and in consideration of rate only as payable to the supplier shall start/ commence the work in manner as stated in agreement.
2. The parties hereunder shall respectively and faithfully abide by the terms and conditions and stipulation contained in this agreement and Perform/Discharge their part of the obligation of the agreement accordingly.

3. The agreement shall be executed within the purview of the Indian Laws.

4. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement herein before referred to.

5. The three sets of agreement shall be signed and one set of agreement shall remain with the PURCHASER , SUPPLIER and the Authorised Indian Agent.

6. The supplier has agreed 10 (Ten) Years Annual Maintenance Contract (without spares) for preventive and breakdown maintenance of the supplied/installed equipment and its accessories in order to ensure proper functioning of the equipment. The AMC period will start only after successful completion of Warranty period of 1 (one) year after successful installation, which is further extendable as per DOWNTIME PENALTY Clause stipulation as under:

During warranty period of 1 year e.g. 12 months from the date of satisfactory commissioning / installation of the equipment, the user or representative of CMS in charge Central Hospital, Kalla will maintain a logbook of the equipment ……which will indicate the usage of the equipment. If the availability of the equipment, during warranty period, falls below 90% e.g. assuming 329 working days in a year of 365 days, the warranty period will be extended for the breakdown days the equipment remains under breakdown below minimum 90% availability of the equipment in terms of working days.
However the total working days plus the extended warranty period days will be limited to 329 days for total warranty period.

Annual Maintenance Contract (without spares) : All the Executors have agreed the Annual Maintenance Contract (without spares) charge in the following manner :-

Name of the Equipment & Model	AMC charge for 1st year (in Rs.)	AMC charge for 2nd year (in Rs.)	AMC charge for 3rd year (in Rs.)	AMC charge for 4th year (in Rs.)	AMC charge for 5th year (in Rs.)	AMC charge for 6th year (in Rs.)	AMC charge for 7th year (in Rs.)	AMC charge for 8th year (in Rs.)	AMC charge for 9th year (in Rs.)	AMC charge for 10th year (in Rs.)

Note: Service Tax, if applicable, shall be paid extra as legally leviable. Present rate is _____.

However, the Executors have agreed that the Agreement will be initially entered for one year and shall be renewed annually thereafter and this renewal shall be mandatory for Supplier, Purchaser/Customer and the Authorised Indian Agent.
Scope of Work: This scope of work under this agreement for AMC will be as under :-
a) The AMC (without spares) will be effective from the day after successful completion of Warranty period. During AMC period, the Authorised Indian Service Agent will have to pay four visits per year (every three month interval) for preventive maintenance while break down calls (Unlimited) will be attended within 120 hours (five Days) from the date and time of lodging of complaint with the Supplier / Authorised Indian Service Agent through Phone/Fax/Person/Post/Courier/E-mail. The Complaint/Message will be send to the address / Telephone number given in this contract as well as in the supply order.
b) If the break down is attended and rectified within 120 hours (Five Days) at our site no penalty/ deduction will be made from the AMC bill.
c) If it is not rectified within 120 hours (Five Days) i.e. stipulated period,, deduction will be made @
double the pro-rata basis AMC charges per day from the bill after allowing grace stipulated period of 120 hours e.g. (Five Days) .
d) If the problems are required to be rectified at the Supplier's / Authorised Indian Service Agent's workshop/premises, additional 7 days period will be allowed. e.g. 12 days from the date of initial breakdown report. Normal AMC charges for the additional 7 days period will be deducted from the bills of AMC on pro-rata basis. If the equipments is not made available in all respects after rectification from the Supplier's / Authorised Indian Service Agent's premises within 12 days, there will be provision to deduct @ double the AMC charges/day on pro-rata basis from the bills for the delayed period.
e) The above clauses shall be effective for the main equipment and also for the all the peripheral accessories supplied by the supplier as per the supply order.
f) The Annual Maintenance Contract will be without supply of spares, and fitment, maintenance, repair of the equipment will be the sole responsibility of the Supplier / Authorised Indian Agent for which no extra charges will be paid to the Supplier / Authorised Indian Agent by Central Hospital, Kalla a Unit of Eastern Coalfields Ltd (The Customer / Purchaser) apart from Annual Maintenance Charges.
g) It will be sole responsibility of the Supplier to ensure that there is no discontinuation of the AMC due to Change/Re-appointment of Indian Authorised agent. In case of change of Indian Authorised Agent it will be binding on the Supplier to ensure discharge of AMC on the same terms and conditions through new Indian Authorised Agent or to give AMC services on same terms and conditions himself. Chief of Medical Services, CH, Kalla / his authorized representative will represent Customer/Purchaser (CH Kalla) for signing the agreement and its further renewal.
PAYMENT TERMS:
a) No advance payment will be made to the Authorised Indian Agent / Supplier on account of the Annual Maintenance Contract. Rather, AMC charges will be paid on quarterly pro-rata basis as per ECL norms (within 21 Days) after submission & acceptance of the bills, along with copy of satisfactory service reports from customer's end.
b) Service Tax: To be paid extra, as applicable and legally leviable.
c) INCOME TAX and other taxes, if any, shall be recovered by ECL (Purchaser/customer) as per statutory provision. TDS certificate will be given by the ECL (Purchaser/customer) for deduction of tax.
d) INSURANCE: It will be responsibility of the supplier/ Indian Authorised Agent to take all the insurance required for this work such as third party insurance, against accident etc. workman compensation etc. and any other insurance required for the work.
e) SETTLEMENT OF THE DISPUTES: All disputes or differences, whatsoever arising between the parties out of this contract shall be settled by the CMD, ECL and whose decision shall be final and binding.
f) The Supplier/Authorised Indian Agent shall familiarize himself and fully comply with the provision of all the Acts/Rules/ Regulations and orders of the State/Central Government applicable to the work, payment of the Wages Acts, Workman's Compensation Acts, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.
g) Regarding Jurisdiction of the Court, the Competent Court will have jurisdiction under which working site is situated e.g. Asansol.
During AMC period the Supplier / Authorised Indian Agent shall abide at all times by all existing labour and enactment & rules made there under regulations, notifications etc. of State or Central Govt. or Local Authorities including rules and regulations bylaws that may be passed in future either by State/Central Govt. or Local Authority.
The Supplier/Authorised Indian Agent shall keep the Central Hospital Kalla a Unit of Eastern Coalfields Ltd (The Purchaser/Customer) indemnified in case any action is taken against the Purchaser/Customer by the Authority on account of contravention of any of the provision of any act or rules made there under pertaining to the supply, commissioning, and maintenance of the equipment(s). If the Purchaser/Customer is caused to pay or reimburse such amount as may be necessary to cost or absorbed or for non-observance or the provision stipulated in the notification by law/act/ rules/regulations etc. if any on the part of Supplier/Authorised Indian Agent, then Central Hospital, Kalla, ECL, the Purchaser/Customer, shall have the right to deduct any money due to the supplier / Authorised Indian Agent including PBG. The employee of the supplier/Authorised Indian Agent shall in no case be treated as the employee of the Central Hospital, Kalla, a Unit of Eastern Coalfields Ltd (Purchaser / Customer) at any point of the time.

IN WITNESS WHEREOF the parties have hereunto set and subscribe their respective hands and seals at_____ on the date, month and year above written.

Signed and Delivered

By the said Second Party	By the said Third Party	By the said First Party
Signature:	Signature	Signature:
Name:	Name	Name:
Address:	Address	Address:

In the presence of Witness

Signature:	Signature:
Name:	Name:
Address:	Address:

ANNEXURE – Y

Dräger

The plus that gives you more

DRÄGER
FABIUS® PLUS

Dräger. Technology for Life®

Every day,
a new challenge

Is there a premium quality anesthesia solution out there that's economical to operate?
One that can be configured to suit our needs? One that's simple and reliable?

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Take a closer look at the Dräger Fabius® plus

Hospitals around the world are constantly searching for practical, economical solutions to their everyday challenges. With more than 30.000 Fabius family members currently in use in more than 120 countries around the world, it's clear that for many hospitals the search for quality and reliability often ends with the Fabius plus. Innovative ventilation technology paired with easy operation and maintenance make the Fabius plus a natural choice for many applications.

The Fabius plus combines uncompromising flexibility and enhanced connectivity features that set it apart from so many other platforms. It gives you what you need now and still leaves room for you to grow in the future thanks to a wide range of options that let you expand your capabilities when-ever you need to. The Fabius plus is a sound investment.

PERFORMANCE FEATURES

- Supports all major ventilation modes
- High-contrast monitor with color option
- Wide-base trolley with extra stability for flexible monitor combinations
- Optional wall or ceiling versions
- Solid, spacious design with large drawers (trolley version only)
- Intelligent backup functions help maximize OR uptime
- Standardized Dräger user interface for easy and intuitive operation
- Industry standard rails for additional Dräger and third-party equipment
- CLIC adapter for use with Drägersorb Clic compatible

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HIGH-PERFORMANCE VENTILATION

At its core, the Fabius plus features our powerful and accurate E-vent piston ventilator, which requires no drive gas and delivers ICU-like ventilation performance. This means the Fabius plus can handle a wide range of ventilation applications and acuity levels in pediatric and adult patients. All major ventilation modes are supported, including volume control, pressure control, pressure support (PS), and SIMV/PS. But it doesn't stop there. The Fabius plus comes complete with advanced features such as fresh gas decoupling, which maintains constant tidal volumes regardless of fresh gas flow. Dynamic compliance compensation and backup ventilation for PS modes let you ventilate with greater confidence and control. The Fabius plus can be equipped with two vaporizers for volatile anesthetic agents. The combination of its high-precision ventilator and its leak-tight breathing system design makes the Fabius plus well suited for low-flow ventilation.

In emergency situations, the quick-start feature allows manual ventilation when the device is off, on, or in standby mode for rapid support. Even in the event of a gas supply failure, automatic ventilation can be temporarily continued.

COMPREHENSIVE CONTROL

The Fabius plus features an integrated, high-contrast 6.5-inch monitor which displays all relevant ventilation parameters and a pressure curve. A color option is also available. Gas flow rates are monitored via conventional glass flow tubes.

If you've used a Dräger workstation before, then you're already familiar with Dräger's standard user interface which features our established select-adjust-confirm concept. This means you'll be up and running on the Fabius plus in just a short time.

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ENHANCED ERGONOMICS AND ECONOMICS

The Fabius plus was designed to suit your work flow, not vice versa. The stable, wide-base trolley makes positioning the Fabius plus both safe and simple. If you prefer, a wall- or a ceiling-mounted version is available.

In the trolley version, three large drawers provide ample storage space for additional equipment and consumables, and a large table facilitates comfortable documentation. The design of the external compact breathing system (COSY) supports easy assembly and cleaning and can be mounted on either side to suit your individual operating room setup. Because the piston-driven E-vent ventilator requires no drive gas, no costly medical-grade gases are required for operating the ventilator.

The Fabius Plus is compatible with our CLIC adapter for use with Drägersorb Clic which effectively prevents skin contact with soda lime and can be exchanged even during operation. This means increasing safety for personnel and patients when replacing the sodalime and improving work processes (c.a.r.e. No. 2/2007 16)

EXPAND YOUR POSSIBILITIES:
CUSTOMIZE ACCORDING TO YOUR NEEDS

Because every hospital working environment is different, the Fabius plus was designed for flexibility. Take advantage of the ample mounting space for additional monitors or IT solutions. Choose from a large selection of Dräger Infinity monitors or even from a list of Dräger-approved third-party monitors. You'll always have the option to customize the Fabius plus to suit your individual needs. If your requirements change in future, the Fabius plus can change with you. Your Dräger representative will be glad to assist you in choosing the options that are right for you.

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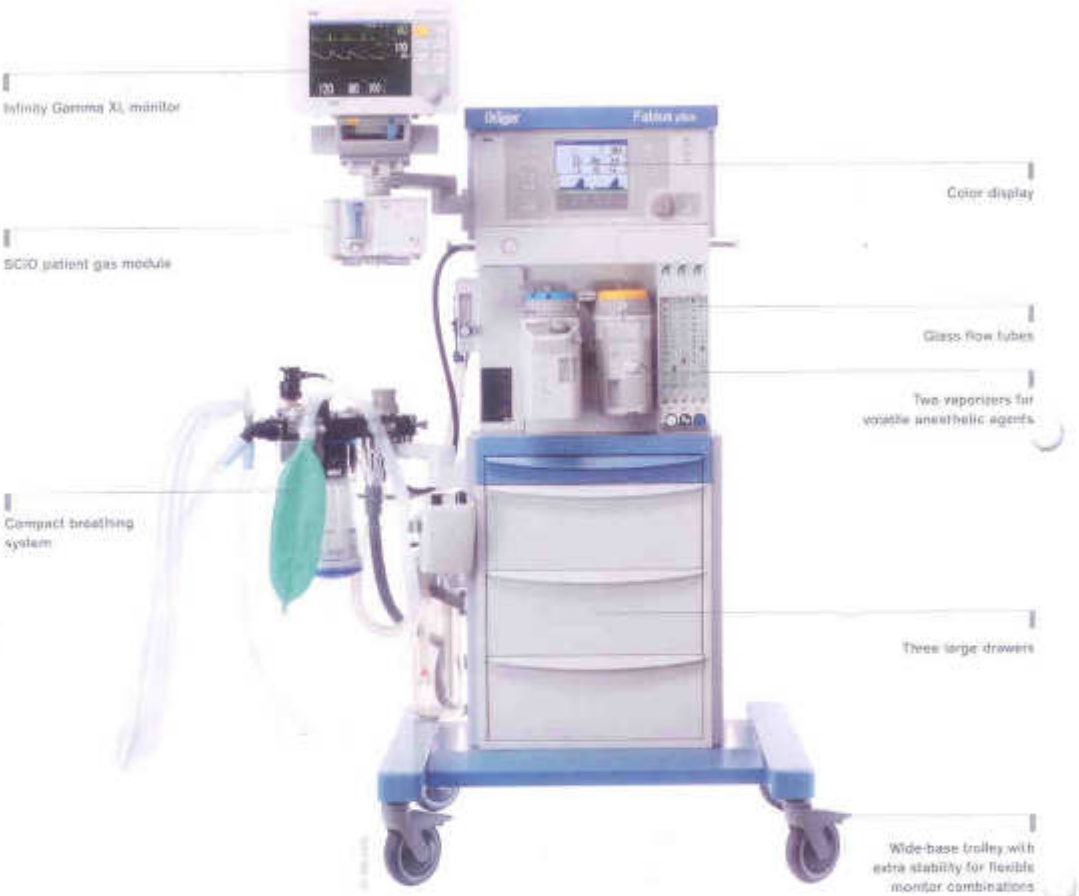
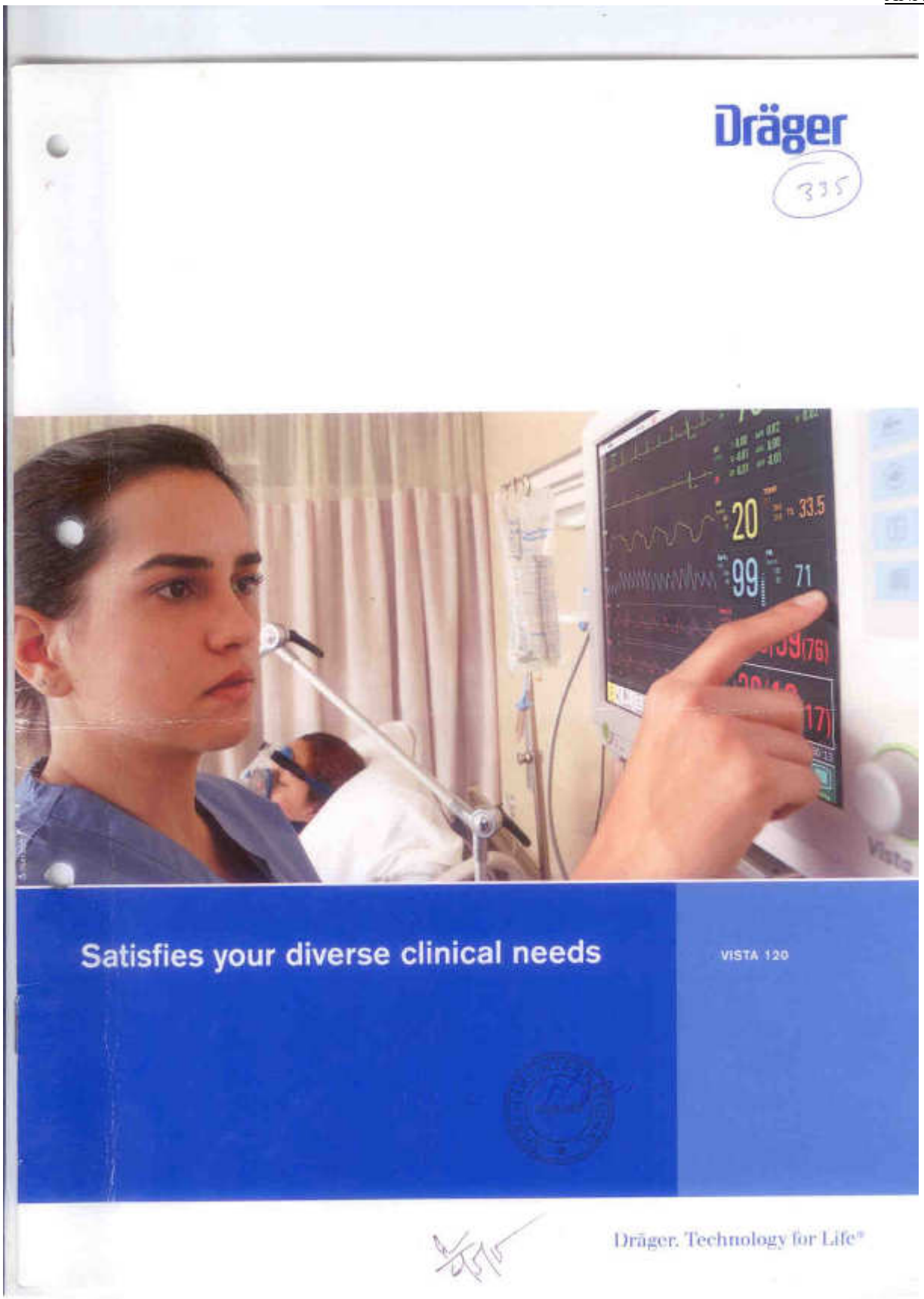
DRÄGER FABIUS® PLUS


Infinity Gamma XL monitor
SCiO patient gas module
Compact breathing system
Color display
Glass flow tubes
Two vaporizers for volatile anesthetic agents
Three large drawers
Wide-base trolley with extra stability for flexible monitor combinations

Ask your Dräger representative about other members of the Fabius family:

Purchase Order # 05835089 (40) Date: 11/08/2015

ANNEXURE – Y



Essential monitoring capabilities at an exceptional value

Hospitals around the world have a common challenge: provide the best patient care possible in the face of tough financial constraints. Patient populations are growing, which puts increased demands on already overburdened caregivers. By working closely with hospitals for more than 100 years, Dräger understands the complexity of acute care delivery and offers a patient monitor specifically to meet the clinical needs in these environments: the Vista 120.

Providing essential monitoring at a great value, the Vista 120 supports adult, pediatric and neonatal patients in a variety of care environments – including Intensive Care Units, Operating Rooms, Emergency Departments and Neonatal Intensive Care Units.

While many vendors offer patient monitors, Dräger goes a step further. We offer a complete departmental solution. Use the Vista 120 on its own or with one of our complementary therapy devices – including ventilators, anesthesia machines or baby warmers. In addition, the Vista 120 offers advanced parameters for the ICU, OR, ED and NICU, depending on the model you choose.

Why choose the Vista 120?

- Core set of essential parameters, plus optional advanced measurements
- Choice of three models to meet diverse clinical needs
- Large 380 mm (15") color touch screen for a clear view of patient data
- Easy operation with quick access menu, hard keys and a rotary knob
- Built-in recorder saves time by providing documentation when you need it
- Dräger heritage of quality

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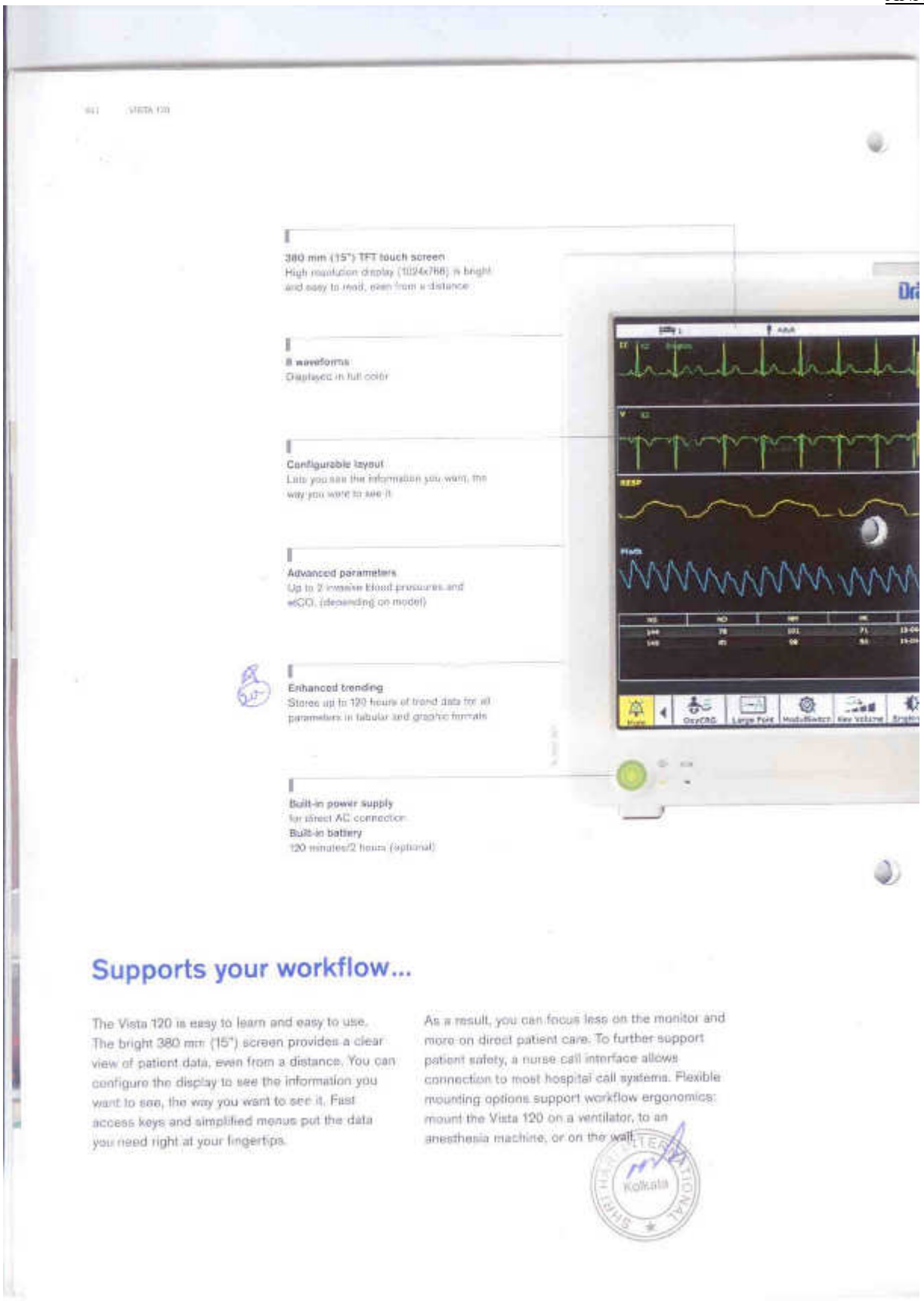
Part of a complete departmental solution

ICU: Vista 120 monitor and Servo® family ventilator

NICU: Vista 120 monitor, Isolette® C2000 incubator and Babylog® 8000 ventilator

OR: Vista 120 monitor, Fabius® plus anesthesia machine and Vamos anesthetic gas monitor

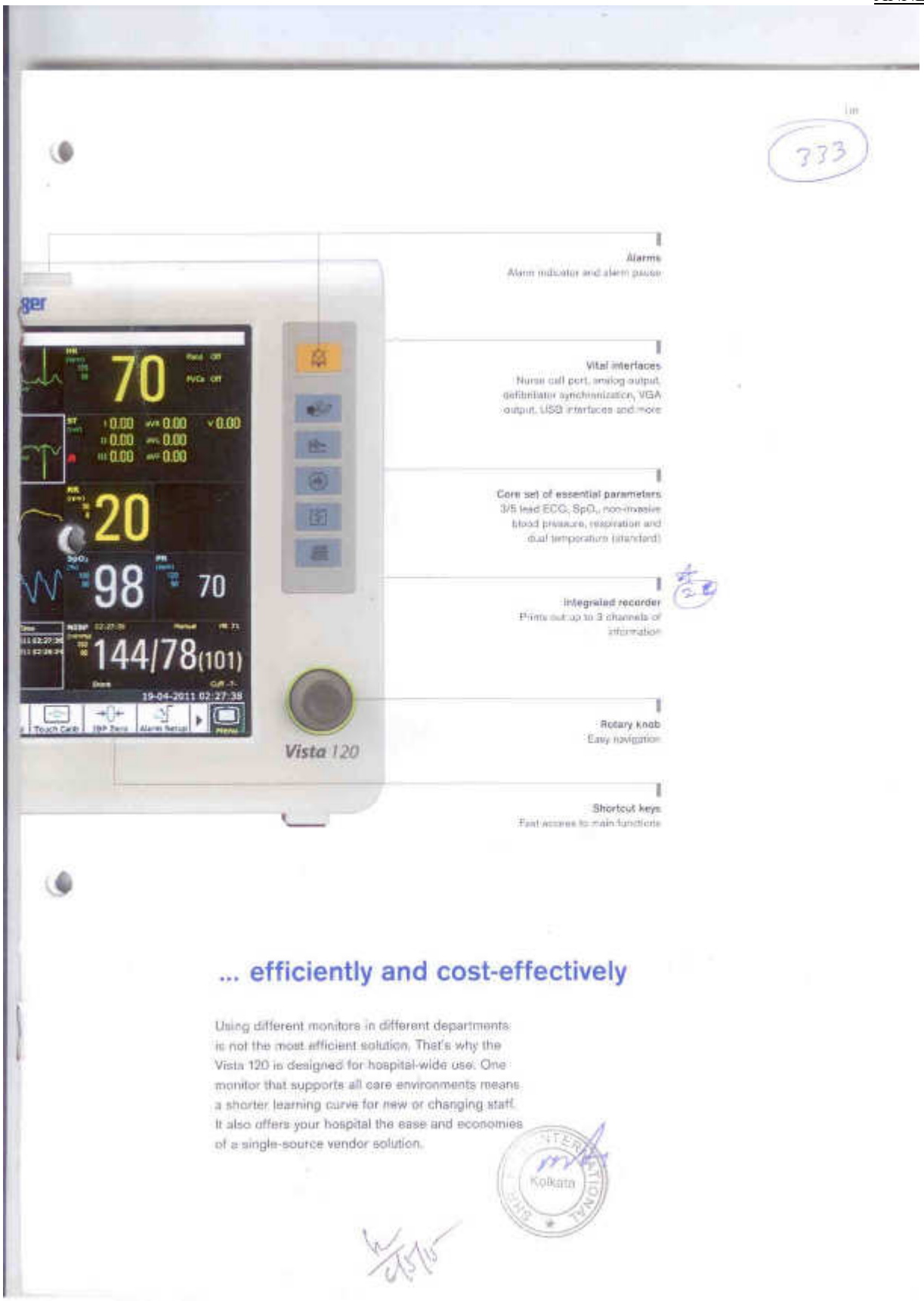
ED: Vista 120 monitor and Oxylog® 3000 plus ventilator


380 mm (15") TFT touch screen
High resolution display (1024x768) is bright and easy to read, even from a distance
8 waveforms
Displayed in full color
Configurable layout
Lets you see the information you want, the way you want to see it
Advanced parameters
Up to 2 invasive Blood pressures and eCO. (depending on model)
Enhanced trending
Stores up to 120 hours of trend data for all parameters in tabular and graphic formats
Built-in power supply
for direct AC connector
Built-in battery
120 minutes/2 hours (optional)

Supports your workflow...

The Vista 120 is easy to learn and easy to use. The bright 380 mm (15") screen provides a clear view of patient data, even from a distance. You can configure the display to see the information you want to see, the way you want to see it. Fast access keys and simplified menus put the data you need right at your fingertips.

As a result, you can focus less on the monitor and more on direct patient care. To further support patient safety, a nurse call interface allows connection to most hospital call systems. Flexible mounting options support workflow ergonomics: mount the Vista 120 on a ventilator, to an anesthesia machine, or on the wall.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Alarms
Alarm indicator and alarm pause
Vital interfaces
Nurse call port, analog output, defibrillator synchronization, VGA output, USB interfaces and more
Core set of essential parameters
3/5 lead ECG, SpO2, non-invasive blood pressure, respiration and dual temperature (standard)
Integrated recorder
Prints out up to 3 channels of information
Rotary knob
Easy navigation
Shortcut keys
Fast access to main functions
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Vista 120
... efficiently and cost-effectively
Using different monitors in different departments is not the most efficient solution. That's why the Vista 120 is designed for hospital-wide use. One monitor that supports all care environments means a shorter learning curve for new or changing staff. It also offers your hospital the ease and economies of a single-source vendor solution.
Kolkata

VISTA 120

VISTA 120 MODELS AND STANDARD ACCESSORIES

A choice of 3 monitors lets you select the parameters you need

VISTA 120	MS26678	MS26680	MS26679
3/5-lead ECG	X	X	X
SpO_2	X	X	X
Non-Invasive Blood Pressure	X	X	X
Respiration	X	X	X
Dual Temperature	X	X	X
Built-in Recorder	X	X	X
2 Invasive Blood Pressures		X	X
$etCO_2$			X

A comprehensive set of accessories

Each Vista 120 monitor includes a starter set of accessories for adult patients. A wide range of accessories, including those that support pediatric and neonatal patients, are available separately as options (please see opposite page).

ACCESSORIES STARTER KIT	MS26678	MS26680	MS26679
3-lead ECG lead set with grabber cable and 30 adhesive electrodes	X	X	X
SpO_2 finger sensor with cable	X	X	X
Skin temperature probe	X	X	X
NIBP cuff, adult, 25 to 35 cm, reusable, with connecting tube	X	X	X
IBP transducer kit with interface cable		X	X
$etCO_2$ module with airway adapter			X

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OPTIONAL ACCESSORIES

ECG	
ECG trunk cable, 5-lead, defib, IEC, 2.6 m, reusable	2606185
ECG limb wires, 5-lead, snap, IEC, 0.9 m, reusable	2606188
ECG limb wires, 5-lead, clip, IEC, 0.9 m, reusable	2606187
ECG cable, 5-lead snap, defib, AHA, 3.5 m, reusable	2606192
ECG cable, 5-lead clip, AHA, 3.5 m, reusable	2606193
ECG cable, 3-lead snap, AHA , 3.5 m, reusable	2606195
ECG trunk cable, 3-lead, defib, IEC, 2.6 m, reusable	2606196
ECG limb wires, 3-lead clip, IEC, 0.9 m, reusable	2606197
ECG electrodes, adult, disposable, 100 pieces	2606200
ECG electrodes, child, neo disposable, 50 pieces	2606246
SpO_2	
SPO_2 finger sensor, adult, 2.5 m, reusable	2606201
SPO_2 finger sensor, adult, 1 m, reusable	2606202
SpO_2 silicone soft-tip sensor, adult, 1 m, reusable	2606205
SpO_2 silicone soft-tip sensor, pediatric, 1 m, reusable	2606206
SpO_2 extension cable, 2 m	2606207
SpO_2 sensor, adult, 0.8 m, disposable, 25 pieces	2606208
SpO_2 sensor, pediatric, 0.8 m, disposable, 25 pieces	2606209
SpO_2 sensor, infant, 0.8 m, disposable, 25 pieces	2606210
SpO_2 sensor, neonate, 0.8 m, disposable, 25 pieces	2606211
NIBP	
NIBP cuff, adult, 25 to 35 cm, reusable	2606212
NIBP cuff, larger adult, 33 to 47 cm, reusable	2606213
NIBP cuff, child, 18 to 26 cm, reusable	2606214
NIBP cuff, infant, 10 to 19 cm, reusable	2606215
NIBP cuff neonatal #1, 3 to 6 cm, disposable, 20 pieces	2606271
NIBP cuff neonatal #2, 4 to 8 cm, disposable, 20 pieces	2606272
NIBP cuff neonatal #3, 6 to 11 cm, disposable, 20 pieces	2606273
NIBP cuff neonatal #4, 7 to 13 cm, disposable, 20 pieces	2606274
NIBP cuff neonatal #5, 8 to 15 cm, disposable, 20 pieces	2606275
NIBP tube, 3 m	2606218
NIBP tube for neonatal cuff, 3 m	2606219
Temp	
Temperature probe skin, adult, 3 m, reusable	2606220
Temperature probe, rectal/oral, adult, 3 m, reusable	2606221
IBP	
IBP pressure transducer interface cable, BD	2606224
IBP pressure transducer kit, BD, disposable, 5 kits	2606225
CO_2	
$etCO_2$ module with disp. adult airway adapter	2606226
CO_2 airway adapter, adult, disposable, 10 pieces	2606227
CO_2 airway adapter, neonatal (infant/pediatric), disposable, 10 pieces	2606228
Device Accessories	
Vista 120 rechargeable lithium-ion battery	2606229
Vista 120 printing paper	2606231
Mounting Options	
Vista 120 mounting adapter	2606233
GCX 12" mounting arm for Fabius plus	MM15278
Monitor mounting Savina 300	8418819
Monitor mounting Savina	8415733

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Dräger

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Vista 120 Patient Monitor

The Vista 120 offers essential monitoring capability at an exceptional value and meets the needs of a variety of care environments for adult, pediatric and neonatal patients. The 380 mm (15 inch) color touch screen provides a clear view of vital patient data, and the quick access menu, hard keys and rotary knob enable easy navigation for the clinician.

TECHNICAL DATA

SUPPORTED PARAMETERS

ECG

Lead mode	3-lead wire: I, II, III 5-lead wire: I, II, III, aVR, aVL, aVF, V
Waveform	3-lead wire: 1-channel waveform 5 lead wire: 2 channel waveform, max. seven waveforms
Lead naming style	AHA, IEC
Display sensitivity	1.25 mm/mV (×0.125), 2.5 mm/mV (×0.25), 5 mm/mV (×0.5), 10 mm/mV (×1), 20 mm/mV (×2), AUTO gain
Sweep	12.5, 25, 50 mm/s
ECG analog output	Provided
Bandwidth (–3dB)	Diagnostic: 0.05 to 150 Hz Monitor: 0.5 to 40 Hz Surgery: 1 to 20 Hz
Defib sync pulse	
Output impedance	< 50 Ω
Max time delay	35 ms
Amplitude	High level: 3.5 to 5 V, providing a maximum of 1 mA output current Low level: < 0.5 V, receiving a maximum of 5 mA input current
Pulse width	100 ms ±10 %
Limited current	15 mA rating
Rising and falling time	< 1 ms
CMRR (Common Mode Rejection Ratio)	Diagnostic: > 86 dB (the Notch filter is off) Monitor: > 105 dB (the Notch filter is on) Surgery: > 105 dB (the Notch filter is on)
Notch	50 Hz/60 Hz (Notch filter can be selected manually)
Differential input impedance	> 5 MΩ
Input signal range	±8 mV_{pp}
Electrode offset potential tolerance	±500 mV

Vista 120

CONTINUING TECHNICAL DATA

Auxiliary current (Leads off detection)	Active electrode: < 100 nA Reference electrode: < 900 nA
Input offset current	≤ 0.1µA
Recovery time after defibrillation	< 5 s
Leakage current of patient	< 10 µA
Scale signal	1 mV_{pp}, accuracy is ±5%
System noise	< 30 μV_{pp}
ESU protection	Cut mode: 300 W Coagulation mode: 100 W Recovery time: ≤ 10 s Meets the requirements of ANSI/AAMI EC13:2002: Sect. 4.1.2.1 (a)
ESU noise suppression	Tested according to the test method in ANSI/AAMI EC13:2002: Sect. 5.2.8.14, it complies with the standard.
Pace pulse	
Pulse indicator	Pace pulses meeting the following conditions are marked by the Pace indicator: Amplitude: ±2 to ±700 mV Width: 0.1 to 2 ms Ascending time: 10 to 100 µs
Pulse rejection	Pulse is rejected if meets the requirements of ANSI/AAMI EC13:2002: Sect. 4.1.4.1 Amplitude: ±2 to ±700 mV Width: 0.1 to 2 ms Rise time: 10 to 100 µs
Heart rate	
Range	ADU: 15 to 300 bpm PED/NEO: 15 to 350 bpm
Accuracy	±1 % or ±1 bpm, whichever is greater
Resolution	1 bpm
Sensitivity	≥ 200 μV_{pp}
PVC	
Range	ADU: 0 to 300 PVCs/min PED/NEO: 0 to 350 PVCs/min
Resolution	1 PVCs/min
ST value	
Range	-2.0 to 2.0 mV
Accuracy	The max. of ±0.02 mV or ±0 % (-0.8 to 0.8 mV)
Resolution	0.01 mV
HR averaging method	
Method 1	Normally, heart rate is computed by averaging the 12 most recent RR intervals.
Method 2	If each of these consecutive RR intervals is greater than 1200 ms, then the four most recent RR intervals are averaged to compute the HR.

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Range of sinus or SV rhythm	
Tachy	ADU: 120 to 300 bpm PED/NEO: 160 to 350 bpm
Normal	ADU: 41 to 119 bpm PED/NEO: 81 to159 bpm
Brady	ADU: 15 to 40 bpm PED/NEO: 15 to 80 bpm
Range of ventricular rhythm	
Ventricular tachycardia	The interval of 5 consecutive ventricular complexes is less than 600 ms
Ventricular rhythm	The interval of 5 consecutive ventricular complexes ranges from 600 ms to 1000 ms
Ventricular bradycardia	The interval of 3 consecutive ventricular complexes is more than 1000 ms
Startup time for tachycardia	
Ventricular tachycardia 1 mV 206 bpm	Gain 1.0: 10 s Gain 0.5: 10 s Gain 2.0: 10 s
Ventricular tachycardia 2 mV 195 bpm	Gain 1.0: 15 s Gain 0.5: 10 s Gain 2.0: 10 s
Response time of heart rate meter to change in HR	HR range: 80 to 120 bpm Range : 7 to 8 s, average is 7.5 s HR range: 80 to 40 bpm Range : 7 to 8 s, average is 7.5 s
Tall T-wave rejection	Exceeds ANSI/AAMI EC13:2002 Sect. 4.1.2.1 (c) minimum recommended 1.2 mV T-Wave amplitude
Accuracy of heart rate meter and response to irregular rhythm	According with ANSI/AAMI Sect.4.1.2.1 (c) The HR value after 20 s: Ventricular bigeminy: 80 bpm ±1 bpm Slow alternating ventricular bigeminy: 60 bpm ±1 bpm Rapid alternating ventricular bigeminy: 120 bpm ±1 bpm Bidirectional systoles: 91 bpm ±1 bpm
Respiration	
Method	Impedance between RA-LL, RA-LA
Baseline impedance range	200 to 2500 Ω (cable resistance = 0 kΩ) 2200 to 4500 Ω (cable resistance = 1 kΩ)
Measuring sensitivity	0.3 Ω (baseline impedance is 1 kΩ)
Noise	< 0.1 Ω (3/5-lead wire monitoring)
Max. dynamic range	500 Ω resistance, 3 Ω variable resistance, no clipping
Waveform bandwidth	0.2 to 2.6 Hz (-3 dB)
RR measuring and alarm range	Adult: 6 to 120 rpm Neo/Ped: 8 to 100 rpm
Resolution	1 rpm
Accuracy	±2 rpm
Gain selection	×0.25, ×0.5, ×1, ×2, ×3, ×4, ×5

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CONTINUING TECHNICAL DATA

NIBP	
Method	Oscillometric
Mode	Manual, Auto, Continuous
Measuring interval in auto mode	1, 2, 3, 4, 5, 10, 15, 30, 60, 90, 120, 240, and 480 min
Continuous	5 min, interval is 5 s
Measuring type	Systolic Pressure, Diastolic Pressure, Mean Pressure
Alarm type	SYS, DIA, MAP
Measuring and alarm range	
Adult mode	SYS: 40 to 270 mmHg DIA: 10 to 215 mmHg MAP: 20 to 235 mmHg
Pediatric mode	SYS: 40 to 200 mmHg DIA: 10 to 150 mmHg MAP: 20 to 165 mmHg
Neonatal mode	SYS: 40 to 135 mmHg DIA: 10 to 100 mmHg MAP: 20 to 110 mmHg
Cuff pressure measuring range	0 to 300 mmHg
Pressure resolution	1 mmHg
Maximum standard deviation	8 mmHg
Maximum measuring period	
Adult/Pediatric	120 s
Neonate	90 s
Typical measuring period	30 to 45 s (depend on HR/motion disturbance)
Overpressure protection	
Adult	297 ±3 mmHg
Pediatric	240 ±3 mmHg
Neonatal	147 ±3 mmHg

PR	
Measuring range	40 to 240 bpm
Accuracy	±3 bpm or 3.5 %, whichever is larger

SpO_2	
Measuring range	0 to 100 %
Alarm range	0 to 100 %
Resolution	1 %
Accuracy	
Adult (including Pediatric)	±2 % (70 to 100 % SpO_2) Undefined (0 to 69 % SpO_2)
Neonate	±3 % (70 to 100 % SpO_2) Undefined (0 to 69 % SpO_2)

Pulse Rate	
Pulse rate measuring range	25 to 300 bpm
Alarm range	30 to 300 bpm
Accuracy	±2 bpm
Data update period	1 s

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Temperature	
Channels	2
Measuring and alarm range	0 to 50 °C (32 to 122 °F)
Alarm range	0 to 50 °C (32 to 122 °F)
Sensor type	YSI 10 kΩ
Resolution	±0.1 °C (0.2 °F)
Accuracy (without sensor)	±0.1 °C (0.2 °F) ±0.2 °C (0 to 25 °C, 45 to 50 °C)/ ±0.4 °F (32 to 77 °F, 113 to 122 °F)
Refresh time	Every 1 s to 2 s
IBP	
Dynamical pressure measuring range	-50 to 300 mmHg
Accuracy	±2 % or ±1 mmHg, whichever is greater
Pressure sensor	
Sensitivity	5 (µV/V/mmHg)
Impedance	300 Ω to 3000 Ω
Frequency response	DC to 15 Hz or DC to 40 Hz
Zero	Range: ±200 mmHg Accuracy: ±1 mmHg
Measuring and alarm range	
Art	0 to 300 mmHg
PA	-6 to 120 mmHg
CVP/RAP/LAP/ICP	-10 to 40 mmHg
P1/P2	-50 to 300 mmHg
CO_2	
Method	Infra-red absorption technique
Unit	mmHg, %, kPa
Measuring range	
$etCO_2$	0 to 150 mmHg
$FiCO_2$	3 to 50 mmHg
AwRR	0 to 150 rpm (Mainstream)
Resolution	
$etCO_2$	1 mmHg
$FiCO_2$	1 mmHg
AwRR	1 rpm
$etCO_2$ accuracy	±2 mmHg, 3 to 40 mmHg ±5 % of reading, 41 to 70 mmHg ±8 % of reading, 71 to 100 mmHg ±10 % of reading, 101 to 150 mmHg
AwRR accuracy	±1 rpm
Suffocation alarm delay	10, 15, 20, 25, 30, 35, 40 s, default value is 20 s
Calculation method	BTPS (Body Temperature Pressure Saturated)
Sample gas flowrate	50 ml/min

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CONTINUING TECHNICAL DATA

Stability	
Short term drift	Drift over 6 hours < 0.8 mmHg
Long term drift	Accuracy specification will be maintained over 120 hours
O_2 compensation	
Range	0 to 100 %
Resolution	1 %
Default	16 %
Trend Review	
Short	1 hr, 1 s. resolution
Long	120 hrs, 1 min. resolution
Review	1200 sets NIBP measurement data
Recorder	
Record width	48 mm (1.9 in.)
Paper speed	25, 50 mm/s
Trace	Up to 3 waveforms
Recording types	8 second real-time recording Auto 8 second recording Parameter alarm recording Trend recording Drug calculation and titration table recording Review recording
Display Specifications	
Display screen	380 mm (15 inch) color TFT
Resolution	1024 × 768
Maximum number of waveforms	11
Indicator LEDs	1 power, 2 alarm, 1 charge
Physical Specification	
Size H x W x D	316 × 408 × 157 mm (12.4 x 16.1 x 6.2 in)
Weight	7.0 kg (15.4 lbs)
Electrical Specification	
Power supply	100 V-240 V~, 50 Hz/60 Hz
Pmax	110 VA
FUSE	T 1.6 AL, 250 V
Classification	
Anti-electroshock type	Class I equipment and internal powered equipment
EMC type	Class A
Anti-electroshock degree	CF: ECG (RESP), TEMP, IBP BF: SpO_2, NIBP, CO_2
Ingress protection	IPX1
Disinfection/sterilization method	Refer to Instructions for Use: Care and cleaning
Working system	Continuous running equipment
Battery Specification	
Type	Rechargeable lithium-ion
Capacity	4.2 Ah
Operating time	120 min (At 25 °C (77 °F), continuous SpO_2 measuring mode and NIBP automatic measuring mode)
Charge time	320 min (Monitor is on)

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ENVIRONMENT SPECIFICATION

The monitor may not meet the performance specifications given here if stored or used outside the specified temperature and humidity ranges.
When the monitor and related products have differing environmental specifications, the effective range for the combined products is that range which is common to the specifications for all products.

Temperature range	
Operating	5 to 40 °C (41 to 104 °F)
Transport and storage	-20 to 65 °C (-4 to 131 °F)

Relative humidity	
Operating	25 to 80 % (non-condensing)
Transport and storage	25 to 93 % (non-condensing)

Atmospheric pressure	
Operating	660 to 1060 hPa
Transport and storage	700 to 1060 hPa

Standards

IEC 60601-1: 1988+A1:1991+A2:1995, IEC 60601-1-2:2001+A1:2004, IEC 60601-1-4:2000, IEC 60601-1-6:2006, IEC 60601-1-8:2006, ISO 10993-1: 2003, ISO 14155-1: 2003, IEC 60601-2-27: 2005, IEC 60601-2-30: 1999, IEC 60601-2-34: 2000, IEC 60601-2-49: 2001, ISO 9919: 2005, ISO 21647: 2004, EN 12470-4: 2000, EN 1060-1: 1995 +A1: 2002, EN 1060-3: 2009, EN 1060-4:2004, EN 980:2008, ISO 14155-1: 2003
The Vista 120 monitors comply with the Medical Device Directive (MDD) 93/42/EEC

VISTA 120	MS26678	MS26680	MS26679
3/5-lead wire ECG	X	X	X
SpO_2	X	X	X
Non-Invasive Blood Pressure	X	X	X
Respiration	X	X	X
Dual Temperature	X	X	X
Built-in Recorder	X	X	X
2 Invasive Blood Pressures		X	X
$etCO_2$			X

SHRI HARI INTERNATIONAL Kolkata

ANNEXURE – Z

DETAILED TECHNICAL SPECIFICATIONS	
NIT SPECIFICATIONS	**M/S. Shri Hari International, Kolkata.**
Anaesthesia Workstation	**Make**: Drager Medical, Germany **Model**: Fabius Plus, Isoflurane, Sevoflurane, Vista 120B Monitor with Scio Four Oxi.
MAIN COMPONENTS: Gas delivery system; Circle absorber system; Precision vaporizer for halothane, isoflurane/Sevoflurane; Anaesthesia ventilator.	Complied
Essential accessories to make the system complete and compatible with the existing system of gas outlets.	Complied
Demonstration of the equipment as per specifications at the time of supply is a must.	Complied
Should be Compact, ergonomic & easy to use.	Complied
Machine should provide electronic gas mixing.	Complied
Multi-colour TFT display of at least 10" size, with virtual flow meters for O2, N2O or Air.	EL Display 6.5 inches
Dual Flow sensing capability at inhalation and exhalation ports.	Flow Sensor at Exhalation Port
Should have back-up O2 control which provides an independent fresh gas source and flow meter Control in case of electronic failure.	Complied
Gas regulators shall be of modular design / graphic display	Complied
One no. yoke each for Oxygen & Nitrogen Oxide. Separate Pipeline inlet for Oxygen, Nitrous Oxide and Air	Complied
Hypoxic Guard to ensure minimum 25% O2 across all O2-N2O mixtures and Oxygen Failure Warning	Complied
BREATHING SYSTEM	
Latex free fully autoclavable.	Complied
Flow sensing capability at inhalation and exhalation ports, sensor connections shall be internal to help prevent disconnect.	Complied
Sensor should not require daily maintenance.	Complied
Bag to vent switch shall be bi-stable and automatically begins mechanical ventilation in the ventilator position.	Complied
Adjustable pressure limiting valve shall be flow and pressure compensated.	Complied
STANDARD CIRCLE ABSORBER SYSTEM	
Should have adjustable pressure limiting valve, breathing circuit pressure measuring device.	Complied
Should have a bag/ventilator selecting valve integrated onto the absorber.	Complied
Should be suitable to use low flow techniques.	Complied
Facility to attach oxygen sensor.	Complied
Should have CO2 absorbent chamber canister.	Complied
VAPORIZERS	
New generation Vaporizer, must be isolated from the gas flow in the off position and prevent the simultaneous activation of more than one vaporizer.	Complied
Vaporizer should mount to a Selectatec manifold of 2 vaporizers, which allows easy exchange between agents.	Complied
Temperature, pressure and flow compensated vaporizers.	Complied
Maintenance free – for Isoflurane, Halothane, and Sevoflurane	Complied
VENTILATOR (Integrated)	
The workstation should have integrated Anesthesia Ventilator system for adult and pediatric.	Complied
Ventilator should have Volume Control and Pressure Controlled SIMV and PEEP.	Complied
Ventilator should have a tidal volume compensation capability to adjust for losses due to compression, compliance and leaks; and compensation for fresh gas flow.	Complied
The workstation should be capable of delivery of low flow anesthesia.	Complied
Ventilator should be capable of at least 120-150L/min peak flow to facilitate rapid movement through physiologic "dead space" in the Pressure Control mode.	Complied

ANNEXURE – Z

ANESTHESIA MONITORING SYSTEM	
Monitoring of vital parameters: ECG(5 leads) with ST segment analysis, NIBP, SPO2 and 2 Invasive Blood Pressure & Spirometry with display of flow volume loops.	Complied, Spirometry not available
Twin temperature measurement with skin and rectal probes. Two sets with each monitor.	Complied
Automatic identification and measurement of anesthetic agents, EtCO2, O2 and N2O and MAC value. FiO2 measurement.	Complied
Neuromuscular Transmission Monitoring with all accessories. One set with each monitor.	Not available
24 hrs of graphical and numerical trending	Complied
Should have Haemodynamic, Oxygenation and Ventilation calculation package	Complied, Ventilation calculation package not available
Should include inbuilt Anesthesia record keeping software facility to document anesthesia event using standardized menu based entries.	Not available
Facility to store snapshots during critical events for waveform review at a later stage	Not available
Audio visual and graded alarming system	Complied
DISPLAY OF VENTILATOR	Complied
Tidal volume (VI)	Complied
Inspiratory /expiratory ratio (I:E)	Complied
Inspiratory pressure (Pinspired)	Complied
Pressure limit (Plimit)	Complied
Positive End Expiratory Pressure (PEEP)	Complied
FOLLOWING TO BE SUPPLIED WITH THE MACHINE	
Circle absorber – 01 (Twin Chamber)	Complied
Ventilator – 01	Complied
Monitor – 01	Complied
Vaporizer, halothane – 01, isoflurane – 01	Complied
Adult and Paediatric autoclavable silicone breathing circuits – 02	Complied
Reusable IBP Transducer – 04	Complied
Temp probe Skin reusable – 02	Complied
Probe Rectal Reusable – 02	Complied
Depth of Anesthesia Sensors 150	Complied
Accessories for neuromuscular transmission monitor – 02 sets	Complied
Disposable Adult & Paediatric circuits.	Complied
REQUIREMENTS	
Should be supplied with negative pressure ‘leak test equipment	Leak test can be done in the machine
The unit shall be capable of operating continuously in ambient temperature of 10DC – 400C and relative humidity of 15-90%	Complied
The Unit shall be capable of being stored continuously in ambient	Complied
Shall meet IEC-60601-1-2: 2001(or Equivalent BIS) General	Complied
Requirements of Safety for Electromagnetic Compatibility.	Complied
Anesthetic Gas Scavenging System / Port should be in place.	Complied
Supplier will be held responsible if this is not ensured at the time of installation.	Complied
Power input to be 220-240VAC, 50Hz/440V 3 Phase as appropriate fitted with Indian plug.	Single phase
Service manual in English.	Complied
List of important spare parts and accessories with their part and costing.	Complied
Certificate of Calibration and inspection from the factory.	Complied
Electrical safety conforms to standards for electrical safety IEC60601/IS-13450	Complied
Manufacturer should be ISO certified for quality standards.	Complied
Certified to be compliant with IEC60601-2-13-Medical Electrical Equipments part 2~13:Particular requirements for the safety of Anaesthesia Workstations.	Complied
Should have local service facility at Kolkata or near Asansol.	Complied
Log book with instructions for daily, weekly, monthly and quarterly maintenance.	Complied
Checklist List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service/technical manual.	Complied
Must submit user list and performance report within last 5 years from major hospitals.	Complied

Assistant Manager (MM) Chief Manager (MM)

Annexure 'A'

Guarantee Bond for Security

In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s _____ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement / Order no. _____ dated _____ made between the company and the said contractor(s) for _____ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only) we _____ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs _____ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time, or to postpone for any time or from time to time any of the powers exerciseable by the Company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the bank shall pay to the Company the said sum of Rs _____ or such lesser sum as may then be due to the Company and the Company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. The Bank has under its constitution power to give this guarantee and Mr. _____ (Designation) who has signed it on behalf of the Bank has authority to do so.

8. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ Day of _____

_____

Signature of the Authorised Person
For and on behalf of the Bank

Purchase Order # 05835089 (40) Date: 11/08/2015

Annexure 'B'

=/ LETTER OF PERFORMANCE GUARANTEE/=

Messers ---------- a company having its registered office at ---------- (hereinafter called the said seller) has entered into an agreement no.----------dated---------- (hereinafter called the said contract) with Eastern Coalfields Limited, having its registered office at Sanctoria, Post – Disergarh, Dist – Burdwan (West Bengal) (Pin-713333) (hereinafter called the purchaser) to supply equipment on the terms and conditions contained in the said contract.

(1) It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the said seller in terms of the said contract, on the said seller furnishing to the purchaser a Bank Guarantee for the sum of Rs.----------(Rupees----------) equivalent to -------% (------percent) of the value of the equipment supplied by the said seller, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract.

The ----------Bank having its office at ----------has at the request of the said seller agreed to give the guarantee hereinafter contained.

(2) We ----------Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the said seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the said seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the purchaser and the said seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----------.

(3) We ---------- Bank, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or the purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----------(date)----------(month) from the date of the Bank Guarantee, we shall be discharged from all liabilities under this guarantee thereafter.

(4) We ----------(Bank), further agreed with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason for any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser, to the said seller or by any such matter, or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs ----------or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

(5) We ---------- Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

(6) The Bank has under its constitution power to give this guarantee and Mr. ……, ……..(designation), who has signed it on behalf of the Bank has authority to do so.

(7) This Bank guarantee will not be discharged due to change in the constitution of the Bank or the said seller.

Dated …… day of ……..20

For ……. Bank

(Signature of the authorized person
for and on behalf of the Bank)

Purchase Order # 05835089 (40) Date: 11/08/2015

Annexure "C"

Guarantee bond for Security cum Performance

In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s _____ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement / Order no. _____ dated _____ made between the company and the said contractor(s) for _____ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only) we _____ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs _____ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement and/or failure/malfunctioning of the materials/machines supplied within the warranty period or such other or further extended period required for enforcing the warranty. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and/or performance of the materials/machines supplied till expiry of the warranty period and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement/warranty have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time, or to postpone for any time or from time to time any of the powers exerciseable by the Company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the bank shall pay to the Company the said sum of Rs _____ or such lesser sum as may then be due to the Company and the Company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. The Bank has under its constitution power to give this guarantee and Mr. _____ (Designation) who has signed it on behalf of the Bank has authority to do so.

8. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ Day of _____

_____

Signature of the Authorised Person
For and on behalf of the Bank